

**Memoranda of Agreement  
Between  
City of Newton  
And  
Professional Members of the Engineering Division**

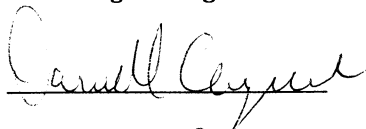

1. **Duration:**  
AGREEMENT effective July 1, 2004 for a two year period ending June 30, 2006
2. **Economic Package:**  
Implement attached pay schedule & steps effective 7/1/2004

July 1, 2004	2% added to basic wages
July 1, 2005	2.5% added to basic wages
	\$200.00 adjustment to all employees at top step
January 1, 2006	1.00% added to basic wages
June 30, 2006	.50% added to basic wages
3. **Longevity**  
Effective July 1, 2005 longevity payment will increase for the following:

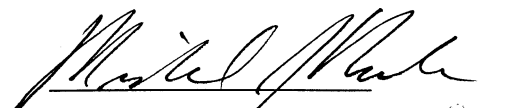

25-29 yrs	increase \$50	to \$850.00
30 yrs	increase \$250	to \$1,100.00
5. **Enhanced Longevity:**  
Committee to be appointed with two (2) representatives from Engineers to study and report to the Mayor no later than November 1, 2005.
6. **Direct Deposit:**  
Effective January 1, 2006, all employees in the bargaining unit must have payments deposited directly into a bank or credit union account of their choice

Signed this 14 day of June 2005

For Professional Members  
of the Engineering Division

For the City of Newton

**MEMORANDA OF AGREEMENT**  
**Professional Members of the Engineers Division**  
**1/9/04**

1. **Wage increase:** 2% effective on July 1, 2003
2. **Health insurance changes:** effective January 1, 2004

<b>New Co-pays</b>	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>
<i><b>Retail</b></i>			
30 days	\$5	\$20	\$30
60 days	\$10	\$40	\$60
90 days	\$15	\$60	\$90
<i><b>Mail Order</b></i>			
90 days	\$10	\$40	\$60 Tufts/ \$90 HPHC

- **Emergency Room visits** –increase co-payments for emergency room visits to \$50. Harvard is currently a \$30 co-pay and Tufts is currently a \$25 co-pay.
  - **Physician Visits** –increase co-payments for physician office visits from \$10 per visit to \$15 per visit.
  - **Front End Deductible for Unauthorized Services** – POS Unauthorized Services Deductible from \$100 to \$250 with an annual Unauthorized Services Out-of-Pocket maximum from \$1000 per individual to \$2,500 per family.
  - **Inpatient Admission Deductible** - \$150 Deductible for any inpatient admission with an out of pocket annual maximum of \$300\*.
  - **Contribution Rate** – remains at the current level of 80%/20%
3. **Insurance Rates** - Reduce the payroll deduction for employee health insurance, effective 1/1/04.
  4. **Clothing allowance** – Increase of \$100
  5. **Longevity Increase**
    - 25+ \$800
  6. **Retirement and Death Benefits:**

Amend to read:

Upon the retirement of any employee covered by this AGREEMENT under the terms of Massachusetts General Laws or the death of any employee, the CITY will pay to the said employee or his/her heirs at law an amount equal to sixty percent (60%) of any unused special leave then remaining, not to exceed \$6,000.00.

7. **Floating Holiday** – amend section 5.02 to read:

“Employees shall be entitled to two "Floating Holidays", per year, which can be taken with the approval of the Department Head so as to ensure adequate coverage and normal operation of the Department. Approval shall not be unreasonably withheld.

Employees hired after July 1 of any year will be entitled to one floating holiday until the following calendar year.

Employee notification to the Department Head of the intended utilization of a Floating Holiday shall be made at least five working days in advance. A Floating Holiday may not be granted if it will require coverage on an overtime basis for the person taking the time off.

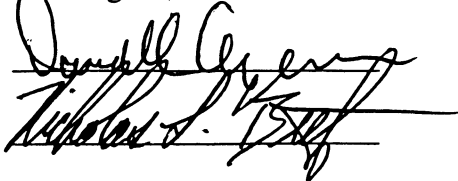
If a Floating Holiday is not used in its scheduled calendar year, it may not be carried over to a subsequent calendar year.”

Due to the timing of this one year Settlement Agreement, if members are unable to schedule the additional floating holiday in this calendar year, they will be allowed to carry over this additional floating holiday, upon written request, to be used no later than June 30, 2004.

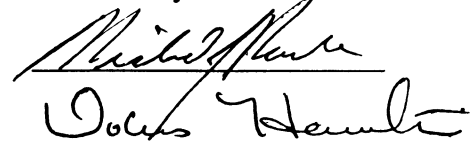
8. Add the FMLA language.

Signed this 1/12 day of Jan, 200<sup>4</sup>.

For Engineers

  
Donald C. Green

For the City of Newton

  
Michael J. Hanlon

## MEMORANDUM OF SETTLEMENT

This Memorandum of Agreement is entered into between the City of Newton (the "City") and the Professional Members of the Engineering Division. The parties agree to a new collective bargaining agreement to succeed the one that expired on June 30, 2000. Except for the amendments, changes or additions listed in this Settlement Agreement, all of the terms and conditions of the previous collective bargaining agreement shall be incorporated into the new agreement. The new provisions are as follows:

### Article XVI – Wages

- July 1, 2000 – 3%
- Jan. 1, 2001 – 1.5%
- July 1, 2001 – 3%
- July 1, 2002 – 3%

### Classification Study

- Date for completion: February 2002
- Impartial study is to be based on industry standards
- Re-classifications, Updated/upgraded job titles will be determined by classification study, and shall be implemented subject to final review and acceptance of terms and conditions, all of which is subject to the collective bargaining process
- Subsequent to the acceptance of classification study, the salary steps shall be equal.

### Salary Matrix

*SAT-Subd.* Senior autocad position shall be granted step 7 of current pay plan, retroactive to 1/1/01.

### Health/Dental Insurance Plan – attached

### Snow Operations

Any bargaining unit member can volunteer to assist with snow operations. However, any person hired after January 1, 2000 into the following positions\*, shall be required to provide snow emergency coverage as assigned by the Commissioner of the Department of Public Works.

- Assistant Construction Engineer
- Construction Inspector
- Survey Instrument Technician
- Jr. Auto Cad Operator

\*Titles may change as a result of classification study but obligation remains the same

Other bargaining unit members may be required to assist during a State of Emergency, as assigned by the Commissioner of the Department of Public Works.

NEWTON  
CITY CLERK  
MA.02159  
PH 4:42

*AET XXXVII*

Article XXXI - Working Out of Classification

When a bargaining member is assigned the full responsibilities of a higher classification for five (5) consecutive days for each incident, he/she shall be adjusted to a step on the higher classification that is immediately above a 4% increase of his/her current salary beginning on day one. No adjustment, however, will be made for responsibilities assumed during the first five days of each incident of Special Leave usage. Each such incident is non-cumulative, in addition, no adjustments shall be made for any time spent covering positions during vacations.

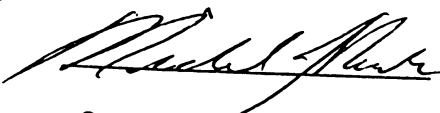

Article VII - Special Leave

Any employee who uses three days (3) or less of Special Leave, excluding Personal business days, during the previous calendar year will receive one (1) bonus personal day. Said personal day must be used during the calendar year to which it is credited, effective January 1, 2002

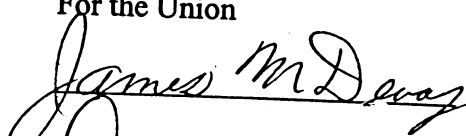
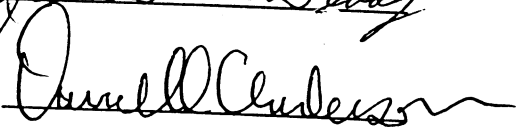
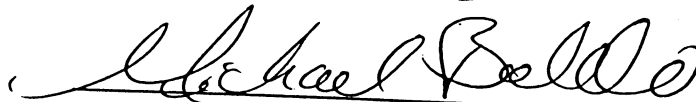
Every employee who has completed five years of service with the CITY shall be entitled to special leave for a period not exceeding fifteen (15) days in each calendar year. The annual fifteen (15) day entitlement of special leave shall be granted on January 1 of each calendar year of employment.

Signed this 11th day of December 2001.

For the City of Newton

  
  
\_\_\_\_\_

For the Union

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CITY CLERK  
NEWTON, MA. 02159

**July 1, 2000 - June 30, 2003**

**AGREEMENT**

**CITY OF NEWTON**

**AND**

**PROFESSIONAL MEMBERS OF THE NEWTON ENGINEERING DIVISION**

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Appendix A Classification of Positions

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## AGREEMENT

This AGREEMENT is entered into between the CITY OF NEWTON, a municipal corporation organized under the laws of the Commonwealth of Massachusetts (hereinafter referred to as the "CITY") and the PROFESSIONAL MEMBERS OF THE CITY OF NEWTON ENGINEERING ASSOCIATION.

### ARTICLE I

#### ASSOCIATION Recognition

1.01 The CITY hereby recognizes the ASSOCIATION as the sole and exclusive bargaining agent of the employees covered by this AGREEMENT for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

1.02 The term "employee" as used herein shall include only those employed by the CITY in the Engineering Division and in the classifications hereinafter set forth in paragraph 1.03 excluding all other employees whether or not they are specifically excluded herein.

1.03 ENGINEERING DIVISION - Junior Engineering Aides, Senior Engineering Aides - Junior Draftsmen, Senior Engineering Aides - Transitman, Senior Engineering Aids - Inspectors, Senior Draftsmen, Chiefs of Survey Party, Senior Civil Engineering Draftsmen, Junior Civil Engineers, Assistant Civil Engineers, Senior Civil Engineers, Assistant Construction Engineer, but excluding secretarial and clerical employees, and part-time and temporary employees.

### ARTICLE II

#### ASSOCIATION Dues and Initiation Fees

2.01 Upon receipt by the CITY of a signed voluntary authorization by an employee, the CITY agrees to deduct the initiation fee (if any) and weekly ASSOCIATION membership dues levied in accordance with the Constitution of the ASSOCIATION from the pay of said employee and remit the aggregate amount to the Treasurer of the ASSOCIATION along with a list of employees from whose pay said dues have been deducted. Such remittance shall be made by the 10th of the succeeding month. An authorization may be revoked by an employee by sending a signed written notice thereof to the City Treasurer, said revocation to take effect sixty (60) days after receipt thereof. The CITY shall send a copy to the ASSOCIATION.

2.02 The following authorization of dues form shall be used.

ASSOCIATION DUES and Initiation Fees:

"Authorization for Payroll Deduction"

By:

Last Name      First-Name      Middle Name

To:

Employer

Effective:

Date

I hereby request and authorize you to deduct from my earnings the ASSOCIATION membership initiation fee, and, once each week, an amount established by the ASSOCIATION as dues. The amount deducted shall be paid to the Treasurer of the ASSOCIATION.

The authorization shall continue for a period of one (1) year from the date hereof or until the termination of this Agreement (whichever occurs first) and shall be automatically renewed for successive periods of one (1) year unless written notice of revocation is given by me to you in writing, upon the receipt whereof this authorization shall expire sixty (60) days thereafter.

Signed

ARTICLE III

GRIEVANCE AND ARBITRATION PROCEDURE

3.01 A grievance shall be defined as a dispute between the parties of this AGREEMENT involving an alleged violation of a specific provision of this AGREEMENT. Any such grievance shall be settled in the following manner:

All grievances shall be submitted in writing and shall state the specific contract provisions that are being violated, in what manner those provisions are being violated, and what remedy is being sought. All grievances must be filed within five (5) working days after the circumstances giving rise to when the grievance first occurred, or when the grievant should have been aware of its occurrence, or it shall be deemed waived. Any grievance shall also be deemed to have been waived or settled if the action required by the ASSOCIATION or the employee to present it to the next level of the procedure shall not have been taken within the time specified therefore. If a grievance is once waived or settled at any of the following steps, it shall be considered closed and it shall not thereafter be subject to the grievance procedure or to arbitration. The CITY may assert the ASSOCIATION'S failure to comply with grievances or arbitration procedures at any stage of the procedure.

For purposes of this Article any Employee or Association submission shall become effective

upon mailing or delivery and the prescribed time periods for filing shall not begin until the grievant or Association actually receives the CITY'S response.

3.02 Grievances shall be submitted in writing and signed by the aggrieved employee on a form mutually agreed to by the ASSOCIATION and the CITY. An employee wishing to pursue a grievance shall submit the grievance form, including the substance of the grievance and the Article(s) of the contract alleged to have been violated, to the ASSOCIATION representative.

**STEP 1:** The ASSOCIATION shall file the grievance with the aggrieved employee's supervisor. The supervisor shall respond to the ASSOCIATION representative within five (5) working days following submission to him.

**STEP 2:** If the grievance remains unsettled, the ASSOCIATION shall present the grievance, in writing, to the Department Head within three (3) working days after the supervisor's response is due. The Department Head shall respond to the ASSOCIATION representative within three (3) working days from the receipt thereof.

**STEP 3.** If a satisfactory settlement is not reached within five (5) working days from the date the Department Head's response is due, the ASSOCIATION shall submit the grievance in writing to the Director of Human Resources or his/her designee and request a conference to discuss the matter.

**STEP 4.** If a satisfactory settlement is not reached within fifteen (15) working days from the date of the Step 3 conference, either party may thereafter request arbitration which must be made in writing within twenty-five (25) working days from the date of the Step 3 conference. Failure by the ASSOCIATION to request arbitration in writing within the prescribed time as set forth above, shall constitute a waiver of the grievance. The ASSOCIATION and the CITY agree to utilize the services of the AMERICAN ARBITRATION ASSOCIATION for the selection of the arbitrator and to conduct the arbitration proceeding in accordance with Rules of the AMERICAN ARBITRATION ASSOCIATION.

3.03 The arbitrator shall have jurisdiction over disputes arising out of grievances defined in this Article. The function of the arbitrator is to determine whether or not there has been a violation of a provision of this AGREEMENT not excluded from arbitration.

The arbitrator shall be without power and authority to do the following:

- A. To add to, alter, subtract from or amend the terms of the written AGREEMENT.
- B. To modify, alter, or negate decisions of the CITY which are made pursuant to its

rights or authority under the law and/or its management rights that are not excepted by this AGREEMENT.

C. To make an award which violates any of the CITY'S policies except as they may be governed by this AGREEMENT.

D. To make an award which may cause or require the CITY to violate State, Federal or common law, or any rules, regulations, or decisions issued under the authority of the Commonwealth of Massachusetts or of the United States Government, all of which are hereby incorporated by reference.

E. To rule on an issue which is reserved by law for the CITY to decide, or which has been expressly excluded from the grievance and arbitration provisions of this AGREEMENT.

F. To rule on a violation which occurred prior to the effective date of this AGREEMENT, and/or to award any relief for any period of time prior to the date of the submission of the grievance.

G. The arbitrator may not substitute his judgment for that of the CITY or its agents when they exercise their judgment pursuant to their reserved rights or to their authority under the law.

H. The decision of the arbitrator, if within the scope of his jurisdiction shall be final and binding upon the parties hereto and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument and the submission of briefs.

I. Compensation for the services of the arbitrator will be borne equally by the CITY and the ASSOCIATION, but each party shall bear its own expenses for the presentation of its own case.

#### ARTICLE IV

##### Fair Practices

4.01 As sole collective bargaining agent the ASSOCIATION will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, handicap, sex or marital status. The ASSOCIATION will represent equally all persons without regard to membership, participation in or activities in the ASSOCIATION.

4.02 The CITY agrees to continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, handicap, sex, marital status or participation in or

association with the activities of the ASSOCIATION.

## ARTICLE V

### Holidays

5.01 Subject to the exception and conditions provided in this Article, all employees whose compensation is fixed on an annual basis shall receive their regular compensation and all employees whose compensation is fixed at an hourly rate shall receive seven and one-half (7 1/2) hours of pay (or in the case of half holiday, four (4) hours pay) at their regular compensation for each of the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Floating Holiday (subject to the provisions of 5.02)

A half holiday on either his/her nearest scheduled working day before Christmas or his/her nearest scheduled working day before New Year's Day, the scheduling of such half holiday to be at the discretion of the Department Head.

5.02 Effective January 1, 1988, each employee shall be entitled to a "Floating Holiday," which can be taken with the approval of the Department Head so as to ensure adequate coverage and normal operation of the Department. Approval shall not be unreasonably withheld.

Employee notification to the Department Head of the intended utilization of a Floating Holiday shall be made at least five working days in advance. A Floating Holiday may not be granted if it will require coverage on an overtime basis for the person taking the time off. If a Floating Holiday is not used in its scheduled calendar year it may not be carried over to a subsequent calendar year.

5.03 In order to qualify for compensation for any such holiday, such person shall have worked on all of his/her last regularly scheduled work day prior to and the next regularly scheduled work day following such holiday, unless his/her absence on such regularly scheduled work day is due to Jury service, or is an absence for which compensation is payable under this AGREEMENT.

## ARTICLE VI

## Leaves for ASSOCIATION Delegates

6.01 Leaves of absence with pay not exceeding four (4) days for any one employee for not more than two (2) employees during any calendar year may be authorized upon recommendation of the Department Head with the approval of the Mayor for the purpose of attending state or national conventions of the American Legion, American Veterans Committee, AMVETS of World War II, Disabled American Veterans, Jewish War Veterans, Legion of Valor, Marine Corps League, Order of the Purple Heart, United Spanish War Veterans, Veterans of Foreign Wars or Reserve officers Association of the United States, Inc., Franco American War Veterans, Inc., or Italian-American War Veterans, to persons who are accredited delegates or alternates to such conventions. Whenever such leave of absence with pay is granted to persons subject to this Section, such leaves of absence will not be charged to available vacation time.

## ARTICLE VII

### Special Leave

7.01 Special Leave shall mean that period of time for which an employee shall be entitled to receive compensation during absence from work because of personal sickness or injury, the illness or injury of certain members of his/her family, certain religious observances, or personal business in accordance with this Article.

7.02a. Every employee hired before January 1, 1987, during the first year of his employment shall be entitled, after two (2) months of continuous service, to Special Leave at the rate of one and one half (1 1/2) days for each five (5) weeks of service completed after the expiration of such two (2) months. After one (1) full year of employment he shall be entitled to special leave for a period of not exceeding fifteen (15) days in each calendar year; provided, that for the calendar year in which the first full year of his employment is completed the total allowable special leave shall not exceed fifteen (15) days.

b. Every employee, hired after January 1, 1987, who is entitled to a full compensation during a calendar month, will be granted 1 1/4 days of Special leave on the first day of the following month. Every such employee shall not be subject to the provisions contained in Section 7.02 a.

c. Every employee who has completed five years of service with the CITY shall be entitled to Special Leave for a period not exceeding fifteen (15) days in each calendar year. The annual fifteen (15) day entitlement of Special Leave shall be granted on January 1<sup>st</sup> of each calendar year of employment.

d. Employees who use three (3) days or less of Special Leave, excluding Personal Business days, during the previous calendar year will receive one (1) bonus Personal Day. Said Personal Day must be used during the calendar year to which it is credited, effective January 1, 2002.

7.03 An employee shall be entitled to use Special Leave to the full extent of his/her accumulation during absence from work because of sickness or injury of the employee in accordance with this Article.

7.04 When an employee of the City is absent from his/her duties on account of disability because of sickness or injury, he/she shall promptly notify his/her Department Head or such person as his/her Department Head shall designate, and it shall be the duty of the head of the department in which such employee works, promptly to notify a qualified health care provider and the Comptroller of Accounts of such absence. An employee who is absent for more than five (5) consecutive work days may be required during the continuation of the absence to provide medical reports or to see a qualified health care provider.

7.05 No person shall be entitled to any compensation or benefits under this Article for any period of disability resulting in whole or in part from any of the following:

- (a) The voluntary use of intoxicating liquor, drugs or narcotics.
- (b) Self-inflicted injuries, other than accidental.
- (c) Injuries sustained while engaged in or resulting from or arising out of the commission by such person of a felony or of a misdemeanor involving moral turpitude.
- (d) Injuries sustained while engaged in or resulting from or arising out of the violation of any lawful rule or regulation of the department in which employed.
- (e) Injuries sustained as a result of reckless, improper or vicious conduct or illegal or immoral practices.

7.06a. Every employee hired prior to January 1, 1987 shall be entitled to use Special Leave to the full extent of his/her accumulation during absence from work because of the illness of the employee's spouse, children, or parents residing in the same household as the employee.

7.06b. Every employee hired after January 1, 1987 shall be entitled to use Special Leave to the extent of fifteen (15) days per year during required absence from work because of the illness of the employee's spouse, children, or parents residing in the same household as the employee.

7.06c. Special leave used by any employee, whenever hired, during required absence from work because of illness in family as defined in 7.06 a. and 7.06 b. above, is subject to the following

conditions:

If the employee has children of a prior marriage, or blood relative parents who do not reside in the same household, she/he will, when reporting off duty, inform the Department at which address and telephone she/he will be located because of his/her required absence from work.

"Required absence" is defined as requiring the personal attendance of the employee for the personal care of the seriously ill member and the unavailability of any other adult family member.

The City may require a medical certificate setting forth the nature of the illness and certifying the need of the employee to remain at home.

"Illness" is defined as one requiring the immediate and continuous availability of an adult person to furnish necessary care.

7.07 No salary or wage shall accrue to any employee under Paragraph 7.03 or Paragraph 7.06 of this article unless the qualified health care provider shall find that the absence of such employee from duty is justified by reason of sickness or injury.

7.08 An employee shall be entitled to use Special Leave during absence from work for religious observances as approved by the Mayor. Such absences shall be limited to a total of three (3) days during any calendar year and the right thereto shall not be cumulative.

7.09 An employee shall be entitled to use Special Leave during absence from work to attend to personal business. Every such absence shall be requested not later than the third working day in advance or such earlier time period as the Department Head may require. The scheduling of such absences for personal business shall be at the reasonable discretion of the Department Head. Such absences shall be limited to two (2) days during any calendar year and the right thereto shall not be cumulative.

7.10 Unused portions of Special Leave shall be cumulative and such unused Special Leave, except during the first year of employment, shall be calculated as of January first of each year.

Unused Special Leave will not be available for use or payment in cash upon termination of employment but shall continue to be available upon an employee's transfer to another position in the same or another department. An employee who is laid off or resigns under conditions that are not discreditable to him/her shall, if re-employed within twelve (12) months, have available any unused special leave accumulation existing at the time of his/her separation.

7.11 Any employee who shall be found by the Mayor, after a hearing, to have obtained



Special Leave pay contrary to this Article, or through any misrepresentation by him/her or by any other person in connivance with him/her, shall not be entitled to the benefit of this Article for a period of one (1) year after such finding.

7.12 The maintenance of good health, physical fitness and good attendance are important to the successful performance of all the duties and functions of the City.

7.13 Employees are required to be at work on a regular, continuing and consistent basis. Any excessive or unusual amount of absence from work is contrary to the City's attendance requirements.

7.14 The City reserves the right to review and record employee absenteeism from the workplace and impose disciplinary action for any excessive absenteeism or for a pattern of absenteeism.

7.15 The City, through its Human Resources Department, may establish written policies pertaining to standards of attendance and indices of patterns of and/or excessive absenteeism, not to be in violation of any Article or Provision of this Collective Bargaining Agreement.

7.16 Copies of policies shall be posted on appropriate bulletin boards and given to the ASSOCIATION.

7.17 The CITY, through its Human Resources Department or by the appropriate Department Head, may meet with, talk to, or otherwise be in contact with employees concerning their absenteeism. The employee may have a ASSOCIATION representative in attendance, if she/he so requests.

7.18 An employee who reports for work at the start of the work day and who does not complete the work day due to illness shall have charged to his/her special leave the number of hours not worked that day.

## ARTICLE VII A

### Bereavement Leave

7A.01 An employee shall be entitled to paid bereavement leave during absence from work for a period not exceeding three (3) days due to the death of a parent, step-parent, husband, wife, child, step-child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law or sister-in-law. Every such absence shall be approved and certified to by the City Engineer.

## ARTICLE VIII

### Health and Welfare

8.01 A. The CITY will provide group health coverage with a schedule of benefits or its equivalent] for all eligible families and individuals that is currently in effect. The City will pay 80% of the premium or cost for all of the health plans in effect during this fiscal year.

B. With respect to health insurance, the parties understand that health insurance is subject to the terms of MGL, C.32b, and that uniformity of terms for all City employees may be required. The parties therefore understand that other bargaining units' negotiations may have an impact on the terms agreed to herein. It is the City's intention, through bargaining, to create terms in other bargaining units consistent with the terms agreed to herein.

8.02 When an employee suffers an extended illness and has used all of his/her sick leave and vacation pay, the CITY shall review the case. The CITY may, at its discretion, continue to pay an insurance premium contribution of 80% for an additional period up to ninety (90) days. Prior to each date of any granted extension of such payments, the CITY shall review the matter again for a possible further extension and notify the employee of its decision.

8.03 Upon the decease of any employee, employed or retired, for whom at the time of his/her death the CITY is contributing payments toward his/her Group Accident and Health Insurance, the CITY will pay 80% of the health insurance premiums for his/her widow until such time as he/she remarries or becomes eligible for hospitalization and medical coverage under the Federal Program.

8.04 The CITY will make every effort to make it possible for each employee to purchase additional life insurance under a group insurance plan.

## ARTICLE IX

### Seniority

9.01 Seniority shall be computed and made applicable by classification and grade in accordance with Civil Service Laws governing the same. (M.G.L., Ch. 31).

9.02 In cases of promotions, transfers, decrease or increase of the working force and assignment to shifts, length of service, ability and quality of previous performance shall be considered; all other things being equal, length of service with the bargaining unit shall govern.

9.03 So far as practicable, seniority shall prevail in choice of vacation period.

## ARTICLE X

### Meal Period

10.01 All employees shall be granted an unpaid meal period of one (1) hour's duration each work shift. Whenever possible the meal period shall be scheduled at the middle of the shift.

## ARTICLE XI

### Jury Pay

11.01 The CITY agrees to make up the difference in any employee's wages between a regular week's wages and compensation received for jury duty.

## ARTICLE XII

### ASSOCIATION Representatives

12.01 A written list of ASSOCIATION stewards and other representatives shall be furnished to the Director of Human Resources after their designation and the ASSOCIATION shall notify the Director of Human Resources of any change.

12.02 Subject to the approval of his/her Department Head, stewards and officers of the ASSOCIATION shall be granted reasonable time off during working hours to investigate and settle grievances without loss of pay. Such approval shall not be unreasonably withheld.

## ARTICLE XIII

### Bulletin Boards

13.01 The CITY shall place bulletin boards at the entrances to major locations.

13.02 The ASSOCIATION shall have the right to post routine ASSOCIATION notices on said bulletin boards. Prior to posting, the ASSOCIATION shall give a copy to the Department Head or his/her designee.

13.03 It is agreed that no notices shall be posted containing any language derogatory or critical of the CITY.

## ARTICLE XIV

### Access to Premises

14.01 Upon approval by the appropriate supervisor, the CITY agrees to permit representatives of the Professional Members of the City of Newton Engineering Department Division to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees. Such approval shall not be unreasonably withheld.

## ARTICLE XV

### Safety Committee

15.01 A safety committee composed of two (2) representatives of the ASSOCIATION and two (2) supervisory personnel shall be appointed. Said committee shall appoint its own chairman and meet regularly to review safety practices. It may draw up a safety code which upon approval by both parties to this AGREEMENT, agree to enforce.

## ARTICLE XVI

### Wages

16.01 Effective July 1, 2000, all employees covered by this AGREEMENT shall receive a wage increase of 3% of the then prevailing salary schedules in force and effect.

16.02 Effective January 1, 2001, all employees covered by this AGREEMENT shall receive a wage increase of 1.5% of the then prevailing salary schedules in force and effect.

16.02 Effective July 1, 2001, all employees covered by this AGREEMENT shall receive a wage increase of 3% of the then prevailing salary schedules in force and effect.

16.03 Effective July 1, 2002, , all employees covered by this AGREEMENT shall receive a wage increase of 3% of the then prevailing salary schedules in force and effect.

## ARTICLE XVII

### Longevity

17.01 Effective July 1, 1994, full-time employees covered by this AGREEMENT who shall have completed the appropriate number of years of aggregate employment with the CITY in each fiscal year, shall be entitled to receive an annual non-cumulative longevity payment as per paragraph 17.02.

17.02 Longevity payments shall be paid as follows: If an employee's longevity payment is between the first and the fifteenth of the applicable month, payment will be made the first pay period. If the employee's longevity payment is between the sixteenth and the last day of the applicable month, payment will be made the third pay period.

Number of Years:

10 to 14 years of aggregate employment	\$ 475.00
15 to 19 years of aggregate employment	\$ 575.00
20 or more years of aggregate employment	\$ 675.00

ARTICLE XVIII

Severability

18.01 If any provision of this AGREEMENT or any application of the AGREEMENT to any employee or group of employees shall be found to be contrary to law by any court or board of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XIX

Hours of Work

19.01 The regular work schedule shall be for five (5) consecutive days (Monday through Friday) and seven and one-half (7 1/2) consecutive hours per day exclusive of lunch period.

ARTICLE XX

Overtime

20.01 All overtime must have the prior authorization of the Department Head or his/her designee. Employees who work authorized overtime will be paid at their base, straight time hourly rate for all hours worked in excess of thirty-seven and one-half (37 1/2) hours per week, except that an employee must work at least one-half (1/2) hour of overtime on each occasion in order to receive compensation. Upon completion of one-half (1/2) hour of overtime work, overtime pay shall be paid from the start of said overtime work. Authorized overtime work performed in excess of forty

(40) hours per week shall be paid at time and one-half the employees base straight time hourly rate of pay, unless said employee is subject to the provisions of the Fair Labor Standards Act (FLSA). If so subject he/she shall be paid at one and one-half times his/her regular hourly rate of pay.

20.02 Employees, with the approval of their Department Head, may request to take compensatory time off in lieu of overtime compensation provided such time off is taken within the fiscal year in which the overtime is worked. Compensatory time cannot be accumulated from one fiscal year to another fiscal year.

## ARTICLE XXI

### Retirement and Death Benefits

21.01 Effective July 1, 1988, upon the retirement of any employee covered by this AGREEMENT under the terms of Massachusetts General Laws or the death of any employee, the City will pay to the said employee or his/her heirs at law the following amounts at the following levels of unused special leave then remaining.

<u>Dollar Amount</u>	<u>Unused Special Leave</u>
\$ 4,000	More than and including 150 days but less than 200 days.
\$ 5,000	More than and including 201 days but less than 225 days.
\$ 6,000	226 days or more.

21.02 Upon the retirement of any employee covered by this AGREEMENT, the CITY will continue his/her Basic Life Insurance policy of \$5,000.00 and pay fifty percent (50%) of the premium cost thereof.

## ARTICLE XXII

### Management Rights

22.01 Except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this contract, the CITY has and will continue to retain, whether exercised or not, all of the rights, powers, and authority heretofore had by it. It shall have the sole unquestioned right, responsibility and prerogative of management of the affairs of the CITY and direction of the working forces, including but not limited to the following:

A. To determine the care, maintenance, use and operation of the equipment and property

used for and on behalf of the purposes of the CITY.

B. To establish or continue policies, practices and procedures for the conduct of the CITY business.

C. To determine assignments of work and work tasks, and to discontinue processes or operations or to discontinue their performance by employees.

D. To select and to determine the number of types of employees required to perform the CITY'S operations.

E. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the CITY, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

F. To determine and re-determine job content and to insure that related duties connected with departmental operations, whether enumerated in job description or not, shall be performed by employees.

G. To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the ASSOCIATION or of discriminating against its members.

H. To require reasonable overtime from the employees.

I. The CITY will determine position qualifications and quality of job performance by employees.

J. To maintain order and efficiency in the CITY'S operations.

22.02 The above rights, responsibilities and prerogatives are inherent to the Mayor and by virtue of statutory and charter provisions are not subject to review or determination on any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this contract. The above is subject to the provisions of Chapter 31 of the General Laws of Massachusetts.

### ARTICLE XXIII

#### Stability of Agreement

23.01 No amendment, alteration or variation of the terms or provisions of this

AGREEMENT shall bind the parties hereto unless made and executed in writing by the parties hereto.

23.02 The failure of the CITY or the ASSOCIATION to insist, in any one or more situations, upon performance of any of the terms or provisions of this AGREEMENT, shall not be considered a waiver or relinquishment of the right of the CITY or of the ASSOCIATION to future performance of any such term or provision, and the obligations of the ASSOCIATION and the CITY to such future performance shall continue.

#### ARTICLE XXIV

##### General

24.01 The parties acknowledge that during negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this AGREEMENT.

24.02 Therefore, the CITY and the ASSOCIATION, for the duration of the term of this AGREEMENT, or any extension thereof, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this AGREEMENT, or with respect to any subject or matter referred to specifically or not covered in this AGREEMENT, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this AGREEMENT.

#### ARTICLE XXV

##### Workers' Compensation

25.01 An employee suffering an occupational injury, eligible for medical payments under Workers' Compensation, who returns to work within five (5) days of receiving said injury may, at his/her election, be compensated out of his/her sick leave, if any.

25.02 An employee who is receiving Workers' Compensation shall be permitted to use up



his/her accumulated sick leave or his/her available vacation leave in one hour segments for the purpose of receiving the difference between what he/she received under Worker's Compensation and his/her regular weekly salary. The CITY at the employee's election shall pay him/her the necessary amounts and charge them to his/her unused and accumulated sick leave or available vacation leave.

#### ARTICLE XXVI

##### Appropriation

26.01 It is agreed that the terms of this AGREEMENT are subject to and conditioned upon the appropriation of the necessary funds by the Board of Aldermen of the City of Newton.

#### ARTICLE XXVII

##### No Strike

27.01 The ASSOCIATION, its officers and members hereby agree to comply with the provisions of Massachusetts General Laws Chapter 150 E, Section 9A (a) which states, "No public employee or employee organization shall engage in a strike, and no public employee or employee organization shall induce, encourage or condone any strike, work stoppage, slow down or withholding of services by such public employees."

#### ARTICLE XXVIII

##### Vacations

28.01 Except as provided hereafter, the present vacation policy of the City of Newton as outlined in its Ordinances and by State law shall remain in full force and effect.

28.02 All employees shall be entitled to their additional week of vacation in the calendar year in which they reach their applicable anniversary date of employment. All employees, provided that they are entitled to a vacation in that calendar year, and provided further that any employee whose anniversary date of employment is in the last full week of November or in the month of December, shall be deemed to have attained their applicable anniversary date of employment for purposes of additional vacation on November 1<sup>st</sup>, in order that they may exercise their additional vacation entitlement during that calendar year.

28.03 The City Engineer, with the written approval of the Human Resources Director, may

allow an employee to carry over from one calendar year to the subsequent calendar year up to five (5) days of vacation. The City Engineer may allow carryover only in those instances when the work schedule of the Department prevents the annual vacation entitlement from being utilized. Any vacation days that are carried over and are not utilized by April 1 of the subsequent calendar year shall be forfeited.

28.04 Effective January 1, 1993 the vacation entitlement shall be adjusted as follows:

After Completing Years of Employment    Entitlement

10 years	4 weeks vacation
20 years	5 weeks vacation

ARTICLE XXIX

Clothing Allowance

29.01 Effective July 1, 1997, all employees shall receive an annual clothing allowance of four hundred and fifty dollars (\$450) to be paid on or about December 1st of each year for the term of this agreement].

ARTICLE XXX

Tuition Assistance

30.01 The CITY agrees to provide an Educational Incentive Fund up to an amount of \$2,500.00 per fiscal year to reimburse tuition costs according to the following plan.

A. All full-time (37 1/2) hours per week or more) permanent employees are eligible to participate in this plan upon completion of twelve (12) months of continuous employment. Individuals receiving tuition payment from any grant, scholarship or veterans benefit shall have tuition aid reduced by this amount.

B. Courses will be approved under this plan which are directly related to the employee's present assignment, or to further his/her skills/knowledge in future assignments so as to increase the employee's qualifications for advancement. Approved courses may be taken at schools, colleges, universities as well as seminars or workshops that are approved by the City Engineer and the Director of Human Resources.

C. Employees wishing to participate in this plan must have their course approved prior to enrollment in such course. Prior approval of the City Engineer and Director of Human Resources must be obtained by the employee submitting an "Application for Tuition Aid", for each course taken.

D. Reasonable efforts will be made to insure equitable distribution of funds to all Human Resources within the bargaining group. Applications will be approved based on the date completed "Applications for Tuition Aid" are received by the Human Resources Department. The decision to approve or not to approve courses for reimbursement under this plan is not subject to grievance under Article III.

E. Employees will be reimbursed for the tuition costs upon successful completion of approved course. Approved courses, which are not successfully completed, are not reimbursable under this plan. Costs other than tuition, such as registration and application fees, lab fees, books, etc., are not reimbursable under this plan.

F. To receive tuition aid under this plan, the employee must submit to the City Engineer a copy of his/her tuition bill from the school showing that they have passed/completed the course. The Department Head upon signing the tuition bill and transcript will forward them to the Human Resources Director with a recommendation for payment. The CITY is not liable for any taxes or assessment to Federal, State, City or County governments due on tuition reimbursements paid to employees under this plan.

#### ARTICLE XXXI

##### Working Out of Classification

31.01A When a bargaining member is assigned the full responsibilities of a higher classification for five (5) consecutive days for each incident, he/she shall be adjusted to a step on the higher classification that is immediately above a 4% increase of his/her current salary beginning on day one. No adjustment, however, will be made for responsibilities assumed during the first five days of each incident of Special Leave usage. Each such incident is non-cumulative, in addition, no adjustments shall be made for any time spent covering positions during vacations.

#### ARTICLE XXXII

##### Classification Study

32.00 A Classification Study shall be implemented subject to final review and acceptance of terms and conditions, all of which is subject to the collective bargaining process.

#### ARTICLE XXXIII

##### Snow Operations

33.00 Any bargaining unit member can volunteer to assist with snow operations. However,

any person hired after January 1, 2000, in the following positions shall be required to provide snow emergency coverage as assigned by the Commissioner of the Department of Public Works.

- Assistant Construction Engineer
- Construction Inspector
- Survey Instrument Technician
- Jr. Auto Cad Operator

As a result of the Classification Study, titles may change but the obligations remain the same. Other bargaining unit members may be required to assist during a State of Emergency, as assigned by the Commissioner of the Department of Public Works.

ARTICLE XXXII

Duration

32.01 This AGREEMENT shall be effective as of July 1, 2000, for the period ending June 30, 2000 and remain in effect from year to year thereafter unless either party hereto, desiring to terminate or amend any provisions of this contract, sends written notice of the same to the other no later than six (6) months prior to the termination date hereof or any succeeding anniversary date.

WITNESS our hands and seals this      day of      , 2003

CITY OF NEWTON

PROFESSIONAL MEMBERS OF THE  
NEWTON ENGINEERING ASSOCIATION

\_\_\_\_\_  
\_\_\_\_\_

Approved as to legal form and character

## APPENDIX A – CLASSIFICATION OF POSITIONS

<u>DEPARTMENT</u>	<u>POSITION TITLE</u>	<u>GRADE</u>
ENGINEERING	DESIGN ENGINEER	E44
ENGINEERING	CONSTRUCTION ENGINEER	E44
ENGINEERING	CHIEF OF SURVEY PARTY	E43
ENGINEERING	ASST DESIGN ENGINEER	E42
ENGINEERING	ASST OFFICE ENGINEER	E42
ENGINEERING	ASST CONSTRUCTION ENGINEER	E42
ENGINEERING	CONSTRUCTION INSPECTOR	E41
ENGINEERING	JR DRAFTSMAN	E41
ENGINEERING	TRANSITMAN	E41